

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

BMO HARRIS BANK N.A.,)	
)	
Plaintiff,)	
)	
v.)	Case No.:
)	
AMAR ALHADAD,)	
)	
Defendant.)	
)	

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff BMO Harris Bank N.A., by and through its undersigned counsel, hereby submits this Complaint against AMAR ALHADAD (“Amar”), and in support thereof, avers as follows:

PARTIES

1. Plaintiff BMO Harris Bank N.A. (hereinafter “BHB”) is a national bank association and has a principal place of business in Chicago with an office at 111 W. Monroe Street, Chicago, Illinois 60603, among other locations.

2. Amar is an individual, whose address is located at 16426 Sherwood Lane, #26, Northville, MI 48168. Amar is domiciled, a resident, and a citizen of the Eastern District of Michigan for diversity purposes.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, as there is diversity in citizenship and there is an amount in controversy that exceeds \$75,000.

4. This judicial district is proper venue for this proceeding pursuant to 28 U.S.C. §1391(b)(2), as the Defendant resides, lives or does business in the Eastern District of Michigan

and as a substantial part of the events giving rise to the cause of action, including signing of the contracts at issue, occurred in the Eastern District of Michigan.

BACKGROUND

Loan and Security Agreement 1

5. On or about January 3, 2019, Rocket Transportation, Inc., (“RTI”) entered into a Loan and Security Agreement (hereinafter “Agreement 1”) with BHB in the total amount of \$182,405.40 attached hereto as **Exhibit A**, for the use of the following:

Year	Manufacturer	Model	Description	Serial Number
2019	KENWORTH	T680-SERIES	T680-SERIES: T680 125”BBC CONV CAB SBA TRACTOR 6X4	1XKYDP9X8KJ278923

6. Pursuant to Agreement 1, RTI agreed to make monthly payments of \$3,040.09 for the purchase of the above Equipment (hereinafter “Equipment 1”) beginning on or about March 1, 2019 for a term of 60 months.

7. Upon information and belief, RTI used Equipment 1 at its address located at 5000 Wyoming Street, Dearborn, MI 48126.

8. Pursuant to paragraph 5.1 of Agreement 1, entitled “Events of Default,” RTI will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BHB under this Agreement.

9. Pursuant to paragraph 5.2 of Agreement 1, entitled “Remedies,” upon default by RTI, BHB may “declare the indebtedness hereunder to be immediately due and payable.”

10. On or about December 1, 2020, RTI defaulted under the terms of Agreement 1 by failing to make the minimum monthly payment.

Loan and Security Agreement 2

11. On or about February 6, 2020, RTI entered into a Loan & Security Agreement (hereinafter “Agreement 2”) with BHB in the total amount of \$79,696.80, attached hereto as **Exhibit B**, for the purchase of the following:

Year	Manufacturer	Model	Description	Serial Number
2020	GREAT DANE	DRY VANS	DRY VANS: 53’	1GR1P0626LT169425
2020	GREAT DANE	DRY VANS	DRY VANS: 53’	1GR1P0628LT169426

12. Pursuant to Agreement 2, RTI agreed to make monthly payments of \$1,328.28 for the purchase of the above Equipment (hereinafter “Equipment 2”) beginning on or about March 6, 2020 for a term of 60 months.

13. Upon information and belief, RTI used Equipment 2 at its address located at 27005 Trolley Industrial Drive, Taylor, MI 48180.

14. Pursuant to paragraph 5.1 of Agreement 2, entitled “Events of Default,” RTI will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BHB under this Agreement.

15. Pursuant to paragraph 5.2 of Agreement 2, entitled “Remedies,” upon default by RTI, BHB may “declare the indebtedness hereunder to be immediately due and payable.”

16. On or about December 6, 2020, RTI defaulted under the terms of Agreement 2 by failing to make the minimum monthly payment.

Loan and Security Agreement 3

17. On or about April 2, 2020, RTI entered into a Loan & Security Agreement (hereinafter “Agreement 3”) with BHB in the total amount of \$302,679.60, attached hereto as **Exhibit C**, for the purchase of the following:

Year	Manufacturer	Model	Description	Serial Number
2020	GREAT DANE	DRY VANS	DRY VANS: 53'	1GR1P0621LT169428
2020	GREAT DANE	DRY VANS	DRY VANS: 53'	1GR1P0621LT178548
2020	GREAT DANE	DRY VANS	DRY VANS: 53'	1GR1P0623LT178549
2020	GREAT DANE	DRY VANS	DRY VANS: 53'	1GR1P0626LT178545
2020	GREAT DANE	DRY VANS	DRY VANS: 53'	1GR1P0628LT178546
2020	GREAT DANE	DRY VANS	DRY VANS: 53'	1GR1P062XLT169427
2020	GREAT DANE	DRY VANS	DRY VANS: 53'	1GR1P062XLT178547
2020	GREAT DANE	DRY VANS	DRY VANS: 53'	1GR1P062XLT178550

18. Pursuant to Agreement 3, RTI agreed to make monthly payments of \$5,044.66 for the purchase of the above Equipment (hereinafter “Equipment 3”) beginning on or about July 2, 2020 for a term of 60 months.

19. Upon information and belief, RTI used Equipment 3 at its address located at 27005 Trolley Industrial Drive, Taylor, MI 48180.

20. Pursuant to paragraph 5.1 of Agreement 3, entitled “Events of Default,” RTI will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BHB under this agreement.

21. Pursuant to paragraph 5.2 of Agreement 3, entitled “Remedies,” upon default by RTI, BHB may “declare the indebtedness hereunder to be immediately due and payable.”

22. On or about December 2, 2020, RTI defaulted under the terms of Agreement 3 by failing to make its minimum monthly payment.

Loan and Security Agreement 4

23. On or about November 20, 2018, RTI entered into a Loan and Security Agreement (hereinafter “Agreement 4”) with BHB in the total amount of \$89,501.50, attached hereto as **Exhibit D**, for the purchase of the following:

Year	Manufacturer	Model	Description	Serial Number
2016	KENWORTH	T680-SERIES	T680-SERIES: T680 125”BBC CONV CAB SBA TRACTOR 6X4	1XKYD49X4GJ126062

24. Pursuant to Agreement 4, RTI agreed to make monthly payments of \$1,790.03 for the purchase of the above Equipment (hereinafter “Equipment 4”) beginning on or about January 5, 2019 for a term of 50 months.

25. Upon information and belief, RTI used Equipment 4 at its address located at 5000 Wyoming Street, Dearborn, MI 48126.

26. Pursuant to paragraph 5.1 of Agreement 4, entitled “Events of Default,” RTI will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BHB under this Agreement.

27. Pursuant to paragraph 5.2 of Agreement 4, entitled “Remedies,” upon default by RTI, BHB may “declare the indebtedness hereunder to be immediately due and payable.”

28. On or about December 5, 2020, RTI defaulted under the terms of Agreement 4 by failing to make the minimum monthly payment.

Loan and Security Agreement 5

29. On or about January 29, 2019, RTI entered into a Loan and Security Agreement (hereinafter “Agreement 5”) with BHB in the total amount of \$311,521.80, attached hereto as **Exhibit E**, for the purchase of the following:

Year	Manufacturer	Model	Description	Serial Number
2017	KENWORTH	T680-SERIES	T680-SERIES: T680 125"BBC CONV CAB SBA TRACTOR 6X4	1XKYDP9X4HJ127019
2017	KENWORTH	T680-SERIES	T680-SERIES: T680 125"BBC CONV CAB SBA TRACTOR 6X4	1XKYDP9X7HJ126902
2017	KENWORTH	T680-SERIES	T680-SERIES: T680 125"BBC CONV CAB SBA TRACTOR 6X4	1XKYDP9X8HJ127072

30. Pursuant to Agreement 5, RTI agreed to make monthly payments of \$5,192.03 for the purchase of the above Equipment (hereinafter "Equipment 5") beginning on or about March 10, 2019 for a term of 60 months.

31. Upon information and belief, RTI used Equipment 5 at its address located at 5000 Wyoming Street, Dearborn, MI 48126.

32. Pursuant to paragraph 5.1 of Agreement 5, entitled "Events of Default," RTI will be in default under the loan if "Debtor" fails to pay when due any amount owed by it to BHB under this Agreement.

33. Pursuant to paragraph 5.2 of Agreement 5, entitled "Remedies," upon default by RTI, BHB may "declare the indebtedness hereunder to be immediately due and payable."

34. On or about December 10, 2020, RTI defaulted under the terms of Agreement 5 by failing to make the minimum monthly payment.

Loan and Security Agreement 6

35. On or about July 22, 2019, RTI entered into a Loan and Security Agreement (hereinafter "Agreement 6") with BHB in the total amount of \$86,100.00, attached hereto as **Exhibit F**, for the purchase of the following:

Year	Manufacturer	Model	Description	Serial Number
2016	KENWORTH	T680-SERIES	T680-SERIES: 125" BBC CONV CAB SBA TRACTOR 6X4	1XKYD49X1GJ491542

36. Pursuant to Agreement 6, RTI agreed to make monthly payments of \$2,050.00 for the purchase of the above Equipment (hereinafter "Equipment 6") beginning on or about September 6, 2019 for a term of 42 months.

37. Upon information and belief, RTI used at its address located at 5000 Wyoming Street, Dearborn, MI 48126.

38. Pursuant to paragraph 5.1 of Agreement 6, entitled "Events of Default," RTI will be in default under the loan if "Debtor" fails to pay when due any amount owed by it to BHB under this Agreement.

39. Pursuant to paragraph 5.2 of Agreement 6, entitled "Remedies," upon default by RTI, BHB may "declare the indebtedness hereunder to be immediately due and payable."

40. On or about December 6, 2020, RTI defaulted under the terms of Agreement 6 by failing to make the minimum monthly payment.

Modification Agreement

41. On or about September 17, 2020, RTI entered into a Modification Agreement for each of the above referenced Agreements, incorporating a new payment schedule. A true and correct copy of the Modification Agreement is attached as **Exhibit G**.

Continuing Guaranties

42. Amar executed multiple Continuing Guaranties (collectively the "Guaranties"). True and correct copies of the Guaranties are attached as **Exhibit H**.

43. Pursuant to the Guaranties, Amar agreed to the prompt payment and performance of all obligations, liabilities and undertakings of RTI to BHB.

44. Amar, as personal guarantor of the debts of RTI, has failed to cure the default of

RTI.

COUNT I: BREACH OF CONTRACT (CONTINUING GUARANTIES)

45. Plaintiff incorporates by reference Paragraphs 1 through 44, as if set forth at length herein.

46. Amar entered into valid written contracts with BHB (the Guaranties) to induce BHB to extend credit to RTI, personally guaranteeing RTI prompt payment of all amounts owed to BHB, including all of RTI's then-existing and future obligations, debts and liabilities to BHB.

47. Moreover, by executing the Guaranties, Amar guaranteed the repayment of all amounts due under Agreements 1 through 6 (hereinafter the "Agreements"), and expressly agreed, and is obligated, to pay BHB's reasonable attorney fees and costs of any action upon RTI's default.

48. BHB demanded from Amar that the full amount of RTI's debts, \$691,533.39, plus interest and fees, are to be paid.

49. Amar, as personal guarantor of the debts of RTI, has defaulted on the contractual obligations by failing to pay said amount.

WHEREFORE, Plaintiff, BMO Harris N.A., demands judgment against Defendant Amar Alhadad, in the amount of \$691,533.39, as well as reasonable attorney fees and costs and such other relief as the court may deem equitable and just.

Date: November 18, 2021

WONG FLEMING, P.C.

Attorneys for Plaintiff BMO Harris Bank N.A.

By: /s/ James K. Haney

James K. Haney
821 Alexander Road, Suite 200
Princeton, NJ 08543
Tel: (609) 951-9520
Fax: (609) 951-0270
Email: jhaney@wongfleming.com